

sented to contain 0.427 grain of mercuric chloride, whereas the article contained less than 20 percent of alcohol and each ounce contained less than 0.427 grain of mercuric chloride.

DISPOSITION: November 21, 1947. A plea of nolo contendere having been entered, the court imposed a fine of \$1,500.

2269. Adulteration of Vitaroid Tablets. U. S. v. The Warren-Teed Products Co. Plea of guilty. Fine, \$300. (F. D. C. No. 20178. Sample No. 35913-H.)

INFORMATION FILED: February 26, 1947, Southern District of Ohio, against The Warren-Teed Products Co., a corporation, Columbus, Ohio.

ALLEGED SHIPMENT: On or about November 6, 1945, from the State of Ohio into the State of Missouri.

NATURE OF CHARGE: Adulteration, Section 501 (c), the strength of the article differed from that which it was represented to possess, since it was represented on its labeling to contain not less than 2,000 U. S. P. units of vitamin A, 15.0 milligrams of ascorbic acid, and 0.5 milligram of thiamine hydrochloride in each tablet, whereas each tablet of the article contained less than the declared amounts of vitamin A, ascorbic acid, and thiamine hydrochloride.

The information charged also that the defendant shipped in interstate commerce a misbranded food known as *Cal-Vitaron Tablets*, as reported in notices of judgment on foods.

DISPOSITION: April 7, 1947. A plea of guilty having been entered, the court imposed a fine of \$300 on the count charging adulteration of the *Vitaroid Tablets* and a fine of \$300 on the other count, charging adulteration of the *Cal-Vitaron Tablets*.

2270. Adulteration and misbranding of saccharin tablets. U. S. v. 8 Drums * * *. (F. D. C. No. 21597. Sample No. 94180-F.)

LIBEL FILED: October 31, 1946, Southern District of New York.

ALLEGED SHIPMENT: On or about April 18, 1946, by the Harco Pharmaceutical Corp., from Newark, N. J.

PRODUCT: 8 drums each containing 250,000 $\frac{1}{4}$ -grain *saccharin tablets* at New York, N. Y.

LABEL, IN PART: (Drums) "Harco * * * Saccharin $\frac{1}{4}$ U. S. P. Grs. Tablets."

NATURE OF CHARGE: Adulteration, Section 501 (b), the article was represented to be "Soluble Saccharin Tablets," the name of which is recognized in the United States Pharmacopoeia, and its strength differed from the standard set forth in that compendium. The article contained not more than 67 percent of the declared amount of sodium saccharin, whereas the Pharmacopoeia provides that soluble saccharin tablets contain not less than 95 percent of the labeled amount of sodium saccharin.

Misbranding, Section 502 (a), the label statements, "Saccharin $\frac{1}{4}$ U. S. P. Grs. Tablets Each Contains Soluble Saccharin U. S. P. $\frac{1}{4}$ gr.," were false and misleading. (The article contained an average of 0.16 grain of soluble saccharin per tablet.)

DISPOSITION: January 31, 1947. No claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

2271. Adulteration and misbranding of Lactobacillus acidophilus. U. S. v. 18 Bottles * * * (and 1 other seizure action). (F. D. C. Nos. 22572, 22787. Sample Nos. 82317-H, 82351-H.)

LIBELS FILED: March 3 and April 4, 1947, Eastern District of Washington.

ALLEGED SHIPMENT: On or about January 25 and February 6, 1947, by Kovac Laboratories, Inc., from Los Angeles, Calif.

PRODUCT: 47 8-ounce bottles of *Lactobacillus acidophilus* at Yakima, Wash.

LABEL, IN PART: "Kovac Type Culture Lactobacillus Acidophilus."

NATURE OF CHARGE: Adulteration, Section 501 (d), a culture containing essentially *Streptococci* had been substituted in whole or in part for a culture of *Lactobacillus acidophilus*.

Misbranding, Section 502 (a), the label statement "Culture Lactobacillus Acidophilus A condensed culture" was false and misleading as applied to the

product, which contained relatively few *Bacillus acidophilus* organisms and large numbers of *Streptococci*.

DISPOSITION: April 2 and May 1, 1947. Default decrees of condemnation and destruction.

2272. Adulteration and misbranding of Trench Mouth Solution. U. S. v. 123 Bottles * * *. (F. D. C. No. 24325. Sample No. 18865-K.)

LIBEL FILED: February 4, 1948, Southern District of Ohio.

ALLEGED SHIPMENT: On or about November 13, 1947, by Thompson Laboratories, Inc., from Richmond, Ind.

PRODUCT: 123 12-ounce bottles of *Trench Mouth Solution* at Dayton, Ohio. Analysis disclosed that the product consisted of water, potassium arsenite, dipotassium arsenate, potassium iodide, and alcohol, colored red and flavored with oil of cloves. Each fluid ounce of the article contained not less than 0.27 grain of potassium arsenite and not less than 1.82 grains of potassium iodide.

NATURE OF CHARGE: Adulteration, Section 501 (c), the strength of the article differed from that which it was represented to possess, i. e., (label) "Each fluid ounce represents Potassium Arsenite $\frac{1}{2}$ gr. * * * Potassium Iodide $1\frac{1}{2}$ gr."

Misbranding, Section 502 (a), the following label statements were false and misleading: "Trench Mouth Solution * * * a supplementary aid in the treatment of Vincent's Infection (Trench Mouth) and is also recommended for use after tooth extraction * * * for treatment of mucous membranes of the mouth and throat." These statements represented and suggested that the article was effective in the treatment of trench mouth, of conditions following tooth extraction, and of conditions involving the mucous membranes of the mouth and throat, whereas the article was not effective for such purposes.

DISPOSITION: March 11, 1948. Default decree of condemnation and destruction.

2273. Adulteration and misbranding of Elastoplast Coverlets. U. S. v. 18 Boxes * * *. (F. D. C. No. 24419. Sample No. 26735-K.)

LIBEL FILED: On January 21, 1948, Eastern District of Missouri.

ALLEGED SHIPMENT: On or about November 25, 1947, by Duke Laboratories, Inc., from Stamford, Conn.

PRODUCT: 18 boxes of *Elastoplast Coverlets* at St. Louis, Mo.

LABEL, IN PART: (Box) "No. 303 100 $1\frac{1}{4}$ inch Oval Elastoplast Coverlets Elastic Adhesive Coverings Unmedicated Not Sterilized."

NATURE OF CHARGE: Adulteration, Section 501 (b), the article purported to be "Adhesive Absorbent Gauze [Adhesive Absorbent Compress]," a drug the name of which is recognized in the United States Pharmacopoeia, an official compendium, but its quality and purity fall below the standard set forth in such compendium since it was not sterile.

Misbranding, Section 502 (g), the article was not packaged as prescribed in the United States Pharmacopoeia, since each adhesive absorbent gauze was not packaged individually in such manner that sterility was maintained until the individual package was opened, and one or more individual packages were not packed in a second protective container, as required by the Pharmacopoeia.

DISPOSITION: March 8, 1948. Default decree of condemnation and destruction.

2274. Adulteration and misbranding of Sanacal, Verma-Caps, Anti-Flatulence Tablets, San-Areck Capsules, and Equine Purgative Capsules, and misbranding of Breeder's Compound. U. S. v. Curts-Folse Laboratories, Lloyd M. Curts, and Charles D. Folse. Plea of guilty. Fine, \$1,100 against the defendants, jointly. (F. D. C. No. 17804. Sample Nos. 66674-F, 66676-F, 98816-F, 99049-F, 99051-F, 13005-H.)

INDICTMENT RETURNED: October 4, 1946, District of Kansas, against the Curts-Folse Laboratories, a partnership, Kansas City, Kans., and Lloyd M. Curts and Charles D. Folse, partners in the partnership.

ALLEGED SHIPMENT: Between the approximate dates of March 28 and December 26, 1944, from the State of Kansas into the States of Indiana, Missouri, and Illinois.

LABEL, IN PART: "Sanacal * * * Santonin $2\frac{1}{2}$ grs. Calomel $2\frac{1}{2}$ grs. Aloin 5 grs. * * * Distributed By Anchor Serum Co., Indianapolis, Ind.," "Farmers Friend Brand 1 Pint Breeder's Compound Contains Yohimbine 3 grs. Sod.